

# **EXHIBIT**

# **12**

**INDEPENDENT CONTRACTOR  
& NON-COMPETE AGREEMENT**

**THIS INDEPENDENT CONTRACTOR & NON-COMPETE AGREEMENT**, is by and between:

<b>Company:</b> <u>FR8 Solutions Inc</u>  <b>Address:</b> <u>11995 Palm Lake Drive</u> <u>Jacksonville, FL 32218</u>  <b>Email:</b> <u>info@fr8solutions.net</u> <b>Tel:</b> <u>904-337-0389</u>  <b>Effective Date:</b> <u>05/06/2022</u>	<b>Contractor:</b> <u>Dzemail Hasanovic</u>  <b>Address:</b> <u>6706 Wurn Park Court</u> <u>Jacksonville</u>  <b>Email:</b> <u>dzemailhasanovic@yahoo.com</u> <b>Tel:</b> <u>904 469 5517</u>
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**WITNESSETH:**

**WHEREAS**, the Contractor is the owner of the following vehicle (hereinafter referred to as Equipment”):

**TRACTOR**

**MAKE:** PETERBILT      **YEAR:** 2006      **MODEL:** 379  
**VIN#** 1XP5DB9X36N642065

**TRAILER**

**MAKE:** Utility Dry Van      **YEAR:** 2023      **PLATE:** \_\_\_\_\_  
**VIN#** 1U4VS2536P3767831

**WHEREAS**, the Company, an Interstate for Hire Motor Carrier, operating under a Certificate of Public Convenience and Necessity issued by the Interstate Commerce Commission (Hereinafter referred to as “ICC”), wishes to obtain transportation with equipment it does or does not own through an Agreement with Contractor;

**WHEREAS**, Contractor is engaged in the business of hauling commodities by motor vehicle pursuant to contracts with the Company;

**WHEREAS**, the Company desires to enter into this Agreement with Contractor for the hauling of certain commodities which are within the Company’s certified authority and Contractor desires to contract with the Company for the hauling of such commodities with the motor vehicle equipment described herein;

**WHEREAS**, the Company and Contractor deem it essential to their respective interests to establish and maintain an independent contractor relationship in the execution and performance of this Agreement;

**WHEREAS**, the Company is engaged in a procurement of shipping services, third-party logistics services, freight brokerage services, truck brokerage services, supply-chain management services, advertising, leasing and shipping of freight within the United States of America;

**WHEREAS**, the Company has spent considerable resources and effort building relationships and good will with various business partners, freight shippers, suppliers, distributors and customers, and is entitled to protection in these relationships;

**WHEREAS**, The Company is unique within the organizations providing shipping services, third-party logistics services, freight brokerage services, truck brokerage services, and supply-chain management services throughout the

continental Unites States, as Company has spent extensive time developing its goodwill and relationships with its customers, motor carriers, suppliers, and others within the industry;

**WHEREAS**, the Company invests in and provides Contractors with extensive industry focused training, and training and management tools, such as access to the Company's proprietary software, which are unique within the industry;

**WHEREAS**, said relationships, tools, training modules, and software will assist Contractor in gaining intimate knowledge of Company's business model, its customers, motor carries, suppliers, contact information, lanes, pricing, sales strategy, services and other confidential information;

**WHEREAS**, the knowledge gained by Contractor as set forth hereinabove is unlike that which could be learned elsewhere in the industry, and the Company takes steps to protect the confidentiality of this information, as it would have value to a competitor;

**WHEREAS**, the Contractor is a Contractor of the Company who is in daily contact with the Company's business partners, freight shippers, supplies, distributors, vendors, information technology, and customers, such that the Contractor receives confidential documentation and has knowledge of contact information, Company customer lists, leasing and procurement information, sales information, and other confidential Company business records;

**WHEREAS**, The Company develops and maintains confidential proprietary information (hereinafter the "Confidential Information"), including but not limited to operating policies and procedures, computer databases, computer software, methods of computer software development and utilization, computer source codes, financial records, including but not limited to credit history and information about customers and potential customers, motor carriers, and suppliers; information about transactions, pricing and manner and mode of doing business, and the terms of business dealings and relationship with customers and motor carriers; financial and operating controls and procedures; contracts and agreements of all kinds, including those with customers, motor carriers, and vendors; pricing, marketing, and sales lists and strategies; customer lists and motor the Company lists including contact names, phone numbers, physical and email addresses; trade secrets; correspondence accounts; business policies; purchasing information; functions and records; logistics management; and data processes and procedures;

**WHEREAS**, the foretasted Confidential Information also includes any information of the sort described above that the Company obtains from another business, and which obtained Confidential Information is treated by the Company as Confidential Information or otherwise designated as such;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, and in express consideration of the contract for services provided by the Company, the parties hereby agree as follows:

1. **CONTRACT.** The Company hereby engages Contractor as an **Independent Contractor**, on a terminable by either party on an at-will basis. The Contractor hereby accepts such agreement on a terminable by either party at-will basis. As consideration for this Agreement, the adequacy and sufficiency of which consideration is hereby stipulated and agreed to by all parties to this contract, the Contractor agrees to be bound by the terms of this Agreement, including all restrictions contained in the non-disclosure, non-solicitation, and non-competition clauses, and to perform such other tasks as are agreed to by the Company and the Contractor from time to time. The Contractor agrees to perform the duties outlined in Section 2 of this Agreement for the amounts stated as Compensation in Section 3 of this Agreement.

The purpose of this Agreement is to contract for services between the Company and the Contractor. The parties acknowledge and agree that this Agreement does not create an agreement for employment, and that the Company complies with all of the requirements of maintaining a contractual relationship according to the various legal guidelines and factors established by law in determining such relationship. It is further acknowledged and understood that this Agreement does not create nor bestow any ownership interest or right to or in the Company for the Contractor.

2. **SERVICES.** Contractor agrees to devote his best efforts and working time perform the following:



follow all fr8 rules and polices

(hereinafter, "services").

**3. COMPENSATION.** Company shall pay to Contractor as compensation for Contractor's services, as follows:

88% of linehaul rate

The Contractor shall be solely responsible for the payment of any taxes, charges or expenses associated with the payment of compensation. The Contractor shall indemnify the Company for any taxes, charges, and expenses associated with the payment of compensation.

**4. TERM OF AGREEMENT, TERMINATION.** This Agreement becomes effective as of the date above and shall continue until terminated or modified by either party providing notice. The terms regarding confidential information, non-solicitation, non-competition and enforcement shall survive the termination or modification of this agreement.

**5. USE OF EQUIPMENT.** Contractor shall furnish to the Company the Equipment herein above described for the exclusive and continuous use by Company for a period commencing with the date of execution of this Agreement. The Company shall exercise every reasonable effort to furnish to Contractor for transportation by the Equipment as much traffic as is reasonably possible during the duration of this Agreement. This shall in no way be construed as an Agreement by the Company to furnish any specific amount of tonnage for transportation by Contractor at any particular time or to any particular place.

**6. SETTLEMENTS.** The Company shall pay Contractor and make settlements in accordance with the sums specified in the pay schedule attached and made a part of this Agreement. Settlements shall be payable by the Company to Contractor upon receipt by the Company of the documents showing complete performance of this Agreement as to each trip which will enable the Company to secure payment from the Shipper, which documents may include all delivery receipts, bills of lading, drivers logs, fuel tickets and all other such evidence of proper transportation and delivery of the shipment or shipments as may be required by the Shipper, the Interstate Commerce Commission, the Department of Transportation or other Regulatory Agency having jurisdiction. The Company specifically agrees to provide to Contractor copies of any rated freight bill for shipments handled by Contractor under this agreement at the time of Settlement as requested by Contractor from the Company. Additionally, the Contractor shall have the right to examine copies of tariffs at the Company's general office located at 1 Imeson Park Blvd. Building 100, Jacksonville, FL 32218 during normal business hours. The Company agrees to provide to Contractor copies of all invoices paid on

Contractor's behalf by the Company, and a written explanation and itemization of all claims for cargo loss or damage.

**7. TRIP LEASES.** Contractor shall obtain the Company's prior approval for all trip leases, which trip leases shall be entered into on behalf of the Company and not in Contractor's name. In the event the Contractor enters into a trip lease without the Company's approval or enters into a trip lease in his own name, the Company shall have no responsibility for paying Contractor for such trips until fifteen (15) days after receipt by the Company of payment, in full, from the trip lessee of all freight charges.

**8. DEDUCTIONS.** Deductions from the Contractor's compensation will be made pursuant to the Addendum attached and incorporated hereunto and made part of this Agreement. All other deductions will be governed by specific written agreement between Contractor and the Company.

**9. EXCLUSIVE POSSESSION.** The Company shall have exclusive possession, control and use of the Contractor's equipment and shall assume complete responsibility for the operation of the equipment for the duration of the Agreement as required by the rules and regulations of the Interstate Commerce Commission, the Department of Transportation or other State, Federal or Regulatory Agency; provided, however, that the Company may sublease said equipment to other authorized carriers for the purpose of transporting such commodities as may be available under the authorities of such other authorized the carriers.



**10. CONTRACTOR DISCRETION.** The Contractor shall have sole direction of the means and manner of the hauling, the pick-up and delivery of the commodities, as long as same is in compliance with all State and Federal regulatory requirements, and requirements of this agreement.

**11. COMMITMENT AS TO TIME AND PLACE.** Contractor shall determine the number of days per week and hours per day that the equipment described above shall be in service. In order that the Company may make arrangements to meet its obligations to shippers and receivers, Contractor agrees that upon accepting a load he will make a commitment to the Company as to when he will pick up the load and when he will make delivery of the load. Contractor acknowledges that failure to make pick up or delivery at the time and date so committed could subject the Company to liability for damages. Contractor therefore agrees to notify the Company of any delay or variance in meeting the commitment for pick up or delivery of any load. Further, Contractor agrees that upon failure to notify the Company of delays sufficiently in advance to be liable to reimburse the Company for all direct damages suffered by the Company because of such failure.

**12. OPERATION AND MAINTENANCE.** The Contractor shall direct in all respects the operations and maintenance of the equipment used in the performance of this Agreement. Only in limited circumstances which are covered within this contract, shall the Contractor be required to purchase, lease or rent any products, equipment or services from the Company.

**13. CONTRACTOR'S EMPLOYEES.** Contractor shall be solely responsible for the direction of his employees, agents and servants including selecting, hiring, firing, supervising, directing, setting wages, hours, performance standards, attendance requirements and such working conditions as routes, period of service and place of repair, stopping, parking, maintenance and purchase of fuel, equipment parts and accessories. The Company shall not be responsible for social security, withholding taxes, unemployment or other payroll taxes, nor for workers' compensation insurance, for the contractor, for the Contractor nor for the contractor's employees, agent and servants. Contractor shall hold the Company harmless from any liability arising from the relationship between the Contractor and any of Contractor's employees, agents and servants.

**14. COMPANY'S RIGHT TO TAKE POSSESSION.** Because of potential liability of the Company to the shipping and receiving public if Contractor violates this Agreement in such a manner as to imperil the cargo, fails to complete transportation of the cargo in transit, abandons the cargo, or in any fashion acts contrary to The Company's rules and regulations, Contractor expressly agrees that The Company shall have the right to temporarily take physical possession of the Equipment for the purpose of completion of the trip involved and that the operation of the Equipment by driver personnel selected and designated by The Company is hereby authorized and approved. Contractor hereby waives any recourse against The Company for such action and agrees to reimburse, or allow The Company to deduct from any Performance Bond balance held in account for Contractor by The Company, any costs and expenses arising out of such action for completion of trip involved, and to pay The Company any damages for which The Company may be liable to shipper and receiver arising from such violation of contract or malfunction of Contractor, his drivers, employees and agents. Upon completion of the trip, the Equipment shall be returned to Contractor or at his direction to his drivers, employees or agents, at the terminal or office of The Company nearest to the destination of the shipment so involved.

**15. LABOR.** Contractor shall furnish to the Company all necessary drivers, co-drivers, and labor to fulfill and carry out this Agreement, subject to the following conditions: (a) All personnel must meet all DOT compliance and qualification requirements of The Company; (b) All personnel must meet all rules and regulations of the ICC and the United States Department of Transportation and applicable Federal, State and municipal rules and regulation; (c) All personnel must submit, if requested by The Company, to being fingerprinted by The Company's personnel, or other persons designated by The Company.

**16. REMOVAL FROM SERVICE.** If Contractor removes this equipment from service for any reason, Contractor agrees to notify the Company of the date and time of removal and the date and time the equipment will be available for service. In the event the Contractor removes this equipment from service for a period in excess of fifteen (15) days for a reason other than maintenance or repair of the equipment, The Company shall have the right to immediately terminate this Agreement.

**17. MAINTENANCE COST.** The contractor shall pay all operational and maintenance costs for the Equipment described above including cost of fuel for tractor and trailer empty miles; base state license plate and ad valorem taxes; and state highway use or mileage taxes, fuel taxes, loading, unloading, occasional charges, gross revenue tax and any other third structure taxes; tolls and ferry charges; equipment use fees; and other taxes, fines or fees imposed or assessed



against the equipment or the Company as a result of an action by the Contractor; his employees, agents and servants; and any unused portions of such items enumerated above.

**18. YEARLY NOTICE.** Contractor shall notify the Company of Contractor's desire not to continue to lease the Equipment for the forthcoming year not later than the first day of September immediately preceding the calendar year for which the operating licenses and / or permits would be issued. Contractor further agrees that the Company may deduct from Contractor's settlements the cost of such operating licenses and / or permits.

**19. WASHING.** The Company and Contractor agree that the washing of equipment is an important feature of this Agreement. Contractor has responsibility for washing and / or payment for washing the inside if any trailer equipment operated by the Contractor and owned or leased by the Contractor. Where the Contractor is utilizing the Company's trailer equipment, the Contractor shall be responsible for the washing or cost of washing the inside of such equipment when Contractor is paid on the basis of percentage revenue.

**20. INSURANCE.** The Company acknowledges its legal obligations to maintain insurance coverage for the protection of the public pursuant to ICC regulations under 40 USC 10927. The Company assumes liability for bodily injuries to or death of any person (except Contractor employees, agents or servants of Contractor) resulting from the use of the equipment described above, when being operated in exclusive service of The Company and while involved in actual transportation or under dispatch orders of The Company.

**21. LOSS DUE TO NEGLIGENCE.** The Contractor further agrees to pay the Company for any expenses, loss or liability incurred by the Company relating to or arising out of damage or loss to the persons or properties of others, where such loss or damage results from negligence, willful act, abuse or a preventable accident on the part of the Contractor or Contractor's employees or agents, and such sums may-be deducted by the Company from the settlements with Contractor until such amount is paid in full. The Contractor further agrees to pay the Company for any and all expenses, loss or liability incurred by the Company relating to or arising out of damage or loss to the persons or properties of others, where such loss or damage results from gross negligence on the part of the Contractor or Contractor's employees or agents, and such sums may be deducted by the Company-from the settlements with Contractor until such amount is paid in full.

**22. INSURANCE.** The Contractor agrees that the Equipment will be covered at operator's expense with automobile bodily injury and property damage insurance, known as non-trucking insurance with a limit of \$1,000,000 to provide coverage while it is not under dispatch and not operating on the business of the Company. The Company can arrange for these coverages.

**23. REGULATORY LOSSES.** The Company shall in no way be liable for damage, or loss of, which may occur to the Contractor's equipment, Pursuant to Rules and Regulations of the ICC or other regulatory agency, the Company shall maintain at its own expense public liability, property damage and cargo insurance coverage as concerns shippers and the general public.

**24. CONTRACTOR EMPLOYEE LIABILITY.** The Contractor further agrees to pay the Company for any expense incurred by the Company relating to or arising out of damage or loss to the Company's equipment, to the extent of Ten Thousand Dollars (\$10,000.00), where such loss or damage results from negligence, willful act, abuse or a preventable accident on the part of the Contractor's employee or agent. Contractor hereby authorizes the Company to deduct under the terms of this paragraph from the settlements with Contractor. The Contractor further agrees to pay the Company for any and all expenses incurred by the Company relating to or arising out of damage or loss to the Company's equipment where such loss or damage results from gross negligence on the part of the Contractor's employee or agent.

Contractor hereby authorizes the Company to deduct under the terms of this paragraph from the settlements with Contractor until such amount is paid in full.

**25. SHORTAGE.** The Contractor shall be responsible and liable to the Company and agrees to pay for any and all shortage, damage, or loss, including theft, of The Company's cargo when such shortage, damage, or loss is caused directly or indirectly by a preventable accident, or by the negligent or willful acts of Contractor or Contractor's employees or agents, except that Contractor's liability shall be limited to the amount of Two Thousand Five Hundred Dollars (\$2,500.00) per occurrence. Contractor hereby authorizes the Company to deduct any sums due to the Company under terms of this paragraph from the settlements with Contractor until such amount is paid in full. The Contractor shall be responsible for any and all shortages, damage or loss caused directly or indirectly by any improper, unauthorized or illegal act of Contractor, its employees or agents, including but not limited to acts of sabotage, theft, wrongful taking, or wrongful refusal to surrender cargo.



**26. SETTLEMENT AUTHORITY.** The Company is authorized by Contractor to act as agent for the Contractor and, in its sole discretion, may settle claims with shippers. Settlement shall be binding upon Contractor as to the amount of any loss sustained by reason of Contractor's responsibility as otherwise provided in this Agreement.

**27. DEPOSIT ESCROW.** Contractor shall maintain on deposit with the Company a minimum of Two Thousand Five-Hundred Dollars (\$2,500.00) for the first tractor designated in this Agreement, and an additional Two Thousand Five-Hundred Dollars (\$2,500.00) for each additional tractor designated to guarantee performance called for by this Agreement. If for any reason Contractor terminates this Agreement, or is terminated by the Company, the amount of his/her bond remaining after making deductions allowed by this Agreement will be returned and his/her accrued interest will be paid forty-five (45) days following termination along with a final accounting thereof. In such instance where Contractor leases multiple tractors to the Company, the Company reserves the right to apply all monies owed to Contractor for all tractors against deductions for all tractors.

**28. ESCROW DEDUCTIONS.** Contractor hereby grants to the Company the right to deduct from his escrow the amount of any claims for which Contractor is responsible under this Agreement, the amount of any damage to the Company's equipment for which the Contractor is responsible under this Agreement, and/or any other liability of Contractor to the Company under this Agreement, as well as any service or supplies furnished by the Company if the settlement between Contractor and the Company is not adequate to pay for such services or supplies.

**29. ADVANCE DEDUCTIONS.** In any case where the Contractor or Contractor's authorized agent or employee has secured an advance of any kind from the Company, or if there shall be any other amounts due to the Company, or if there shall be any amounts due to the Company from the Contractor's authorized agents or employees, the Company shall be authorized to deduct the amount of such advance, including cost of advance or other amounts due to the Company in settling with the Contractor under the terms of this Agreement. Contractor further agrees to refund to the Company any and all overpayments made to the Contractor, his/her agents, assignees, or designates by the reason of customer overcharge, refunds or adjustments, clerical errors, unknown loss or damage claims, or any other reason or cause whatsoever. The Company shall have a period of forty-five (45) days after termination of this Agreement to verify the account of the Contractor as to money owed the Contractor and to make appropriate deductions before final settlement. Notwithstanding any of the above or foregoing, this Agreement shall not be considered terminated for final settlement purposes until disposition by the Company of all claims or charges against Contractor, whether existing or potential.

**30. WEEKLY WITHHOLDING.** Contractor settlements are processed weekly and are paid on Friday. An escrow fund is set up at the time of the execution of this agreement. Independent contractor authorizes the Company to withhold \$100-250 per week from any settlement and to retain a maximum \$2,500 in the same escrow fund. If for any reason the Company does not withhold in subsequent week, then additional funds will be used to make up for the deficiency.

**31. FAILURE OF SHIPMENT.** If for any reason Contractor shall fail to complete transportation of commodities in transit, or abandons a shipment, or otherwise subjects the Company to damage or loss because of acts or omissions of Contractor en route, Contractor expressly agrees that the Company shall have the right to complete performance using the same or other equipment, and hold Contractor liable for the cost thereof and for any other damages. Contractor hereby waives any recourse against the Company for such actions and agrees to reimburse the Company for any costs and expenses arising out of such completion of such trips, and to pay to the Company any damages for which the Company may be liable to shipper arising out of such breach of contract by Contractor.

**32. IDENTIFICATION.** The Company will provide at Contractor's expenses all identification required by any governmental agencies to be affixed to Equipment, and Contractor agrees that such identification shall be placed on the Equipment in the matter and location specified by the Company, and shall be removed and returned to the Company upon termination of this Agreement. Contractor agrees that if such identification is not removed upon termination of this Agreement by the Contractor, then the Company shall have the right to affect such removal. Contractor agrees to hold the Company harmless for such removal. Contractor waives any and all rights to any funds due or on deposit to Contractor of any funds due or on deposit to Contractor of any amounts due until said identification, licenses and permits are delivered. In the event Contractor is unable, through no fault of Contractor, to return the identification referred to in this paragraph as specified, then Contractor agrees to furnish the Company with a sworn, notarized statement to that effect in lieu of such identification.



**33. RETURN OF EQUIPMENT.** Upon termination of this Agreement, Contractor shall be responsible for returning to the Company the trailer assigned to Contractor by the Company. The trailer shall be returned by the Contractor to the Company's terminal at Jacksonville, Florida unless a different location is agreed upon by the Company and Contractor. Contractor shall be responsible to the Company for all costs incurred by the Company in returning trailer in the event Contractor fails to return trailer to The Company's terminal or other agreed location. In the event Contractor retains the Company's trailer, or otherwise refuses to deliver possession thereof upon termination of this Agreement, Contractor shall additionally be liable to the Company in the amount of Three Hundred Dollars (\$300.00) per day for each trailer which is held in the constructive or actual possession of Contractor, a cost of up to \$7,500.00 to return equipment back to Company's terminal, and on costs of collection in recovery of said trailer including attorney's fees.

**34. ICC LEASE COMPLIANCE.** As required by the Interstate Commerce Commission Lease and Interchange Regulations, this Agreement shall continue in effect for a period of thirty (30) days from the day and date first above written, and thereafter continuously unless cancelled by either party by ten (10) days written notice.

**35. IMMEDIATE TERMINATION.** The Company may terminate this Agreement immediately, without prior notice, in the event that Contractor: (a) has breached this Agreement; (b) is in default with respect to any indebtedness to the Company; (c) has an unsatisfactory safety or service performance record; or (d) has furnished The Company false or misleading information or documents.

**36. WORKER'S COMPENSATION COVERAGE.** The Contractor is responsible for worker's compensation and/or occupational disability coverage covering himself, his agents, his employees and his servants.

**37. COMPANY SERVICES.** Any service performed by the Company on behalf of Contractor, including loading, unloading, or spotting of trailers only supplies or equipment provided by the Company to Contractor, and any sums of money advanced by the Company on behalf of Contractor for any purpose whatsoever, shall be considered as advances and deductible from any monies due or becoming due to the Contractor, and shall be collected on a weekly basis at the time of settlement.

**38. PRIVATE BUSINESS.** Contractor agrees to assume full responsibility for, and shall indemnify and hold the Company harmless against any and all damages for which the Company might become liable, resulting from any breach of any of the terms of this Agreement or unauthorized operations including, but not limited to, bobtail or empty operations or private business.

**39. CASH FREIGHT COLLECT.** Contractor is completely responsible for the collection of freight charges which are on a Cash Freight Collect basis, and for the collection of monies on Collect on Delivery Shipments. Contractor agrees to indemnify the Company and hold it harmless from any loss arising out of any act or omission of Contractor with respect to the collection of Collect Freight Charges or C.O.D. monies, or their equivalent.

**40. MATERIAL BREACHES.** Subject to the foregoing and the limitation of liability contained in this Agreement, in the event either party commits a material breach of any term of this Agreement, the other party shall have the right to terminate this Agreement immediately and hold the party committing the breach liable for damages to the extent permitted by this Agreement. The actual or constructive waiver of such right shall in no way be construed as condoning such breach.

**41. ICC & DOT RULES.** This Agreement shall be subject to the rules and regulations of the Interstate Commerce Commission and the Department of Transportation.

**42. INDEPENDENT CONTRACTOR.** It is to be clearly understood and agreed and it is the intention of the parties to this Agreement that the Contractor is and shall remain an independent Contractor and is not the employee or representative of The Company contained shall be construed as inconsistent with that status. Neither the Contractor nor the employees, agents or servants of the Contractor are to be considered the employees or servants of the Company at any time, or under any circumstances. While the Contractor shall be required to meet all obligations assumed hereunder, Contractor is entitled to exercise the discretion and judgment of an independent contractor in determining the methods and means to be used in so doing.

**43. NON-DISCLOSURE.** Contractor agrees not to disclose, at any time, to any person not employed by the Company, any of the Confidential Information as set forth above, or any confidential or proprietary plans, data, trade secrets, product or sales information, or other information concerning the Company's business (or its affiliates) including, without



limitation, any of the Company's (or its affiliates) business records or contact information for each of its business partners, vendors, lessees, suppliers, and/or distributors.

**44. NON-SOLICITATION.** During and following termination of the Contractor's provision of services to the Company, the Contractor agrees that the Contractor will not solicit or attempt to entice away, whether by marketing or through direct contact, for or on the Contractor's own behalf or for any other company engaged in competition with the Company (or its affiliates) or doing business with the Company (or its affiliates) as its business partners, suppliers, distributors, and/or customers (or their affiliates). The geographical scope of this Section extends to anywhere in the United States of America, Mexico and/or Canada.

**45. NON-COMPETITION.** For a period of five (5) years from the date of termination of this Agreement, the Contractor, will not directly or indirectly render services, advice or counsel, for or on Contractor's own behalf, or as shareholder, Contractor, representative, consultant, or independent contractor for or on behalf of any third party, person, firm, company or other business entity engaged in business activity in competition with any part of the Company's business (or its affiliates) as conducted during the term of this Agreement. The geographical scope of this Section extends to anywhere in the United States of America, Mexico and/or Canada.

**46. SURVIVAL.** Notwithstanding any other text or language herein stated, in exchange for ten-dollars (\$10.00) and other valuable consideration, the receipt, sufficiency, and adequacy of which is hereby expressly stipulated to by all parties hereto, the provisions of Sections forty-three (43), forty-four (44), and forty-five (45) above shall remain in full force and effect for not less than five (5) years after the termination of this agreement as set forth in Section One (1) or otherwise.

**47. INSURANCE.** Contractor may be required to maintain acceptable commercial the Company insurance, with minimum coverage of one-million dollars (\$1,000,000.00) per incident and ten-million dollars (\$10,000,000.00) in the aggregate, on any vehicle used in the normal course of Contractor's work for Company. The Company may in its sole discretion accept or reject any commercial the Company insurance policy proposed by Contractor to comply with this Section of the Agreement.

**48. OTHER AGREEMENTS.** If there is a separate lease contract in effect between Company and Contractor, regardless of whether such lease contract was executed prior or subsequent to this Agreement, said lease contract and all of the terms included therein are hereby incorporated into this Agreement by reference, and such terms shall remain in full force and effect, unless expressly modified, amended, supplemented, and/or revoked by the terms hereof.

**49. ARBITRATION / ENFORCEMENT.** Any dispute solely arising from this Agreement shall be first submitted to pre-suit mediation for a minimum of six (6) hours. If the dispute is not resolved by pre-suit mediation, then the dispute shall be submitted to binding arbitration, to be conducted within the rules as established by the American Arbitration Association. The parties shall equally split the cost of the mediation and arbitration. Additionally, the Contractor agrees that in the event of breach, or threatened breach, of any provision of this Agreement, the Company shall be entitled to seek and obtain injunctive relief against the Contractor. The right to injunctive relief shall not be construed to limit the Company's right to pursue any other legal or equitable remedies available to it for such breach or threatened breach or for any other cause of action whatsoever, nor to preclude its seeking to recover damages from Contractor. The Company may also recover as damages 100% of all revenue associated with a breach of Sections forty-three (43), forty-four (44), and forty-five (45) above. The prevailing party shall be entitled to attorneys' fees in any proceeding arising out of this Agreement.

**50. SEVERABILITY.** In case any one or more of the provisions or part of a provision contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect or in any jurisdiction, such invalidity, illegality or unenforceability of this Agreement shall in no way affect this Agreement in any other jurisdiction, nor affect any other provision or part of a provision of this Agreement, and this Agreement shall be reformed and construed in such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal and enforceable in such jurisdiction to the maximum extent possible.

**51. ENTIRE AGREEMENT, AMENDMENT.** This Agreement constitutes the entire Agreement between the Company and Contractor with respect to the subject matter hereof and incorporates all prior discussions, offers and negotiations between the Company and Contractor. This Agreement may not be amended, waived, changed, modified or discharged, except by an instrument in writing executed by or on behalf of the party or parties against whom enforcement of any amendment, waiver, change, modification or discharge is sought.

**52. GOVERNING LAW & VENUE.** This Agreement shall be governed by and construed under the laws of the State of Florida. The appropriate venue for litigation of all disputes that arise out of this Agreement shall be Duval County, Florida.

**53. WAIVER AND FURTHER AGREEMENTS.** Any waiver of any terms or conditions of this Agreement shall not operate as a waiver of any other breach of such terms or conditions or any other term or condition, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision hereof.

**54. BINDING EFFECT.** This Agreement is binding on and shall inure to the benefit of the Company, its successors and assigns, including without limitation, successors by way of merger, consolidation, transfer of all or substantially all assets or otherwise. This Agreement may not be assigned by Contractor.


**55. HEADINGS OF NO EFFECT.** The paragraph headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

**56. ATTORNEY'S FEES.** In the event of any litigation arising from or in connection with this contract, the prevailing party shall be entitled to an award of its reasonably incurred attorney's fees, including any reasonably incurred Appellate attorney's fees.

**IN WITNESS WHEREOF,** the parties hereto have executed or caused to be executed this Agreement as of the date first above written.

**SIGNATURES:**

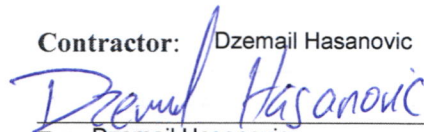
**Company:** FR8 Solutions, Inc

**By:** 

**Its:** Vice President

**Dated:** 8/25/2019

**Contractor:** Dzemail Hasanovic

**By:** 

Dzemail Hasanovic

**Dated:** 05/06/2022



#295

Exhibit A-1  
RELEASE OF EQUIPMENT

TRACTOR

MAKE: PETERBILT YEAR: 2006 MODEL: 379  
VIN# 1XP5DB9X36N642065

TRAILER

MAKE: Utility My Van YEAR: 2022 PLATE: \_\_\_\_\_  
VIN# 1U4VS2526P3767P31

This is to acknowledge receipt by FR8 Solutions, Inc. of Equipment above described from (lessee)

Dzemal Hasanovic  
DATE: 5/6/22 TIME: 9:33am

Company: FR8 Solutions Inc

Alen Kajdic  
By: Alen Kajdic  
Its: Vice President

Dated: 8/25/2019

Contractor: Dzemal Hasanovic

Dzemal Hasanovic  
By: Dzemal Hasanovic

Dated: 05/06/2022

RETURN OF EQUIPMENT

The undersigned Lessor hereby acknowledges receipt of the equipment described above from FR8 Solutions, Inc. and termination of the lease at (hour) 12:00 on (date) 7/10/2023.

Company: FR8 Solutions, Inc

Aura Kadic  
By: Aura Kadic  
Its: Aura Kadic  
Dated: 7/10/2023

Contractor: Dzemal Hasanovic

Dzemal Hasanovic  
By: Dzemal Hasanovic


Dated: 7/10/2023

**ADDENDUM A**  
**PERCENTAGE PAID TO CONTRACTOR**

Pursuant to the terms of the Contractor Operating Agreement, Carrier shall pay to the Contractor eighty-eight percent (88%) of the line-haul rate agreed upon on a truckload basis for tractor. In addition thereto, Carrier agrees to pay to Contractor one hundred percent (100%) of any specific loading charges and unloading charges which are collected pursuant to specific charges therefore contained in tariff publications, and one hundred percent (100%) of any sorting and segregation charges which are collected under any specific charges therefore contained in tariff publications, if Contractor provides such services or causes such services to be performed at Contractor's expense by other parties. Where loading, unloading, sorting and segregation charges are included in the line-haul rates, then it shall be presumed that the contractor's percentage of the line-haul rates include sufficient compensation for the Contractor, and no additional compensation shall be paid. In addition, Carrier agrees to pay Contractor eighty-eight percent (88%) of any stop charges which are collected under any specific charges therefore. Where additional accessorial charges are collected pursuant to specific charges therefore contained in tariff publications other than those specifically addressed in this paragraph, Carrier shall retain totally and Contractor shall have no right thereto. Contractor shall not be required to purchase or rent any products, equipment or services from the Carrier as a condition of entering into the Contractor Operating Agreement. Should Contractor elect to purchase or rent any products, equipment or services from the Carrier or otherwise cause Carrier to provide to Contractor any products, equipment or services, then Contractor shall compensate Carrier.

**SIGNATURES:**


**Company:** FR8 Solutions, Inc

**By:** 

**Its:** Vice President

**Dated:** 8/25/2019

**Contractor:** Dzemail Hasanovic

**By:**   
Dzemail Hasanovic

**Dated:** 05/06/2022

## **ADDENDUM B**

### **AUTHORIZATION FOR DEDUCTIONS OWNER-OPERATOR CONTRACT**

#### **Escrow**

An escrow fund is set up at the time of the execution of this agreement. Independent contractor authorizes the carrier to withhold \$100-250 per week from any settlement and to retain a maximum \$2,500 in the same escrow fund. If for any reason the carrier does not withhold in subsequent week, then additional funds will be used to make up for the deficiency.

#### **Purchases**

Where the Carrier provided services, operating supplies or other items to the Contractor, the Carrier may assess what it deems to be reasonable charges therefore against the Contractor's account, and this shall include any instance where the Carrier performs pickup or delivery of the Contractor, provides spotting or fuel, provides advances to the Contractor's drivers, or incurs or advances any other authorized charges or pays on Contractor's behalf any charges required by State or Federal law.

#### **Worker's Compensation and/or Occupational Disability Coverage**

Contractor requests Carrier to arrange Workers Compensation and/or Occupational Disability Coverage for Contractor and his employees, agents or servants and deduct the cost thereof from the revenue earnings of this unit at the applicable rate for such coverage. A copy of the insurance certificate is to be provided to the Contractor.

#### **Bobtail and/or Deadhead Insurance**

Contractor request Carrier to arrange Bobtail and/or Deadhead Liability Insurance Coverage. Such policies shall be in the name of Contractor and shall be issued to it and shall name Carrier as an additional insured. Contractor shall provide Carrier with sufficient funds in advance of the premium due date for the cost of such coverage by authorizing Carrier to deduct a pro rate portion of such cost from each settlement.

#### **Other**

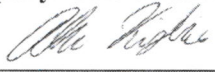
Contractor requests Carrier to pay on Contractor's behalf, and make deductions from Contractor's settlements or performance bond account all applicable state highway use or mileage taxes, permits, operating license, fuel tax, gross revenue tax, heavy use tax and any other third party structure taxes imposed or assessed against the equipment or the Carrier as a result of an action by the Contractor or Contractor's employee, agent or servant.

This request and authorization to deduct is given to Carrier by undersigned Contractor in furtherance of the Agreement between Carrier and Contractor, and applies to the revenue earnings and special reserve account. Contractor makes this request and authorization for his convenience in meeting his obligation: and Carrier agrees to comply with such requests as they are indicated above by the Contractor.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed the date set forth below.

#### **SIGNATURES:**

**Company:** FR8 Solutions, Inc

**By:** 

**Its:** Vice President

**Dated:** 8/25/2019

**Contractor:** Dzemail Hasanovic

  
**By:** Dzemail Hasanovic

**Dated:** 05/06/2022



**ADDENDUM C**  
**CODE OF CONDUCT / ON THE ROAD RULES AND REGULATIONS**

**Please be aware of all of the following rules that the carrier imposes:**

1. All drivers are to check-in between 08:00 – 10:00 AM EST everyday while on the road. Driver must talk with a carrier representative to give the status of a load or any situation.
2. In case of an emergency, driver must contact a carrier representative IMMEDIATELY, no matter what the time of the day it is. All drivers will be given a 24/7 contact number.
3. Advance money, provided only after the truck driver has notified the carrier that it is fully loaded, is to be used only for the purpose of usual road expenses such as fuel, tolls, repairs, etc. Receipts of all expenses should be obtained and sent to the carrier's office along with the driver's daily logbook, and bills of lading. All personal expenses such as meals, lodging, showers, etc., should NOT be paid with the advance money. If any personal expenses are with the advance money, it will be immediately deducted from the next paycheck. Any balance left on the advance will be paid from the driver's paycheck immediately.
4. All drivers are required to keep an accurate, daily logbook. Any violation tickets due to logbooks will be paid by the independent contractor/driver. If law enforcement orders you to be OUT OF SERVICE due to logbook violations, the carrier must be informed IMMEDIATELY.
5. **LOGBOOK VIOLATIONS:** If out of service, driver will receive an immediate termination.

**IMPORTANT:** The carrier will examine all receipts sent to the office. If any receipts have been manipulated and were tampered with, the carrier has the right to immediately discharge the independent contractor, and reserves the right to proceed with legal action and report the incident to the secretary of state as violation on the driving record.

**Please be aware of the rules and regulations for being on the road:**


1. All drivers must complete pre-trip inspections on the truck and trailer, according to the law.
2. The carrier must be immediately informed of any issues noticed during the inspection.
3. The carrier will not pay any violation tickets received due to the noticed problems.
4. Any violation tickets received and that are NOT notified to the carrier will be paid at the expense of the driver, and a \$100 fine will be imposed on the driver by the carrier.
5. If any equipment is to fail inspection; all drivers are asked to IMMEDIATELY inform a representative of the carrier. Assistance is available from the carrier 24/7. The carrier will not acknowledge any actions taken by the driver before notifying a representative. Any equipment damage due to the negligence of the driver will not be acknowledged nor will it be paid by the carrier. It will be the sole responsibility of the driver.
6. All drivers are required to provide complete protection and safety of the load by properly using load locks. Special attention is to be used when transporting produce good such as fruits and vegetables.
7. All drivers must check the load every two (2) hours to insure it is still properly maintained. The carrier will not be held liable for damaged loads due to driver negligence or improper inspections. Any deducted charges for damaged goods charged to the carrier will be deducted from the independent contractor's/driver's paycheck.
8. If the load has not been picked up or delivered on time and is pronounced late, any charges or penalties will be deducted from independent contractor's/driver's paycheck.
9. All drivers must pickup and deliver loads to the proper destination at the appointed time, unless any condition problems or incidents caused by nature or mechanical issue.
10. All driver must inspect loading, if applicable, and check the weight of the truck and load at the nearest scale. If

the truck and load are overweight, the driver must notify the carrier immediately and return to the last shipper for a properly weighted load. The carrier is NOT responsible for overweight load tickets and violations.

11. During the loading, the driver should be attentive to the condition of the load. If the driver should notice any damage during the loading, they should immediately call the carrier. If the carrier still accepts the load, the driver should write down all of the damages on the bill of lading and have the appropriate shipper representatives sign off on the bill of lading. The driver must also verify the number of pallets that were loaded to ensure that the appropriate load is picked.
12. The carrier must be informed of any and all problems during the loading and unloading, so that any issues can be resolved. During the loading and unloading, the driver is to abide by the rules and may NEVER leave the truck alone under any circumstance.
13. All parking should always be done in safe places. While under load, the driver should release all air from the trailer and drop to the ground. Also, all the doors should be locked with personal locks to insure maximum possible safety. The trailer should be back up against a wall/fence or anything that would make it more difficult to access. Any expense incurred to driver, s/he will be responsible for any fines or penalties incurred. If the driver isn't sure of the parking location, then s/he should contact the carrier to receive clear and proper instructions if the parking is approved.

**SIGNATURES:**


**Company:** FR8 Solutions, Inc

**By:** 

**Its:** Vice President

**Dated:** 8/25/2019

**Contractor:** Dzemail Hasanovic

**By:**   
**Dzemail Hasanovic**

**Dated:** 05/06/2022



**ADDENDUM D**  
**DRIVER REQUIREMENTS WHEN UNDER DISPATCH**

1. Once you are "In Service" dispatchers will be looking for loads for you. if dispatcher finds you a load, he will call and offer it to you. It is in your best interest to let the dispatcher know as fast as you can if you accept the load. If you agree to the bid, you will be obligated to keep yourself reserved for this offer for a minimum time of 15 minutes. If the bid is awarded, you will be notified by the dispatcher. he will then text you pick up and delivery information. you are to call the office number or text back that same number to confirm you received the information.
2. FR8 Solutions, Inc. will not pay more if extra pallets/skids are added at the shipper and if fits in the vehicle.
  - a. Your earnings are per mile, not per pound therefore if the shipment was changed and the new weight or volume fits in the vehicle - the unit must take the shipment. otherwise it risks termination of relationship with FR8 Solutions, Inc.
3. Drivers and owners are restricted from discussing pricing with shippers or receivers. Any line of questioning to either, share the driver pay with shipper/receiver or to inquire how much this load was booked for, will result in immediate contract termination.
4. When under a FR8 Solutions, Inc. shipment, drivers must
  - a. Call upon arrival for pick up (as soon as you arrive to the building)
  - b. Call once loaded (number of pallets, total weight, BOL number)
  - c. Do not leave the shipper until you have called the office and the dispatcher confirmed the pickup information and **gave you an OK to leave**
  - d. Freight must be strapped
  - e. Call upon arrival for drop off (as soon as you arrive to the building)
  - f. Call once dropped off with POD (first and last name of the person who signed for the freight)
5. Critical rules while on a shipment
  - a. If you are running late, you must let the dispatcher know as soon as you see you will be late, not when you are already late.
  - b. If the shipper tells you to hand load/unload the freight, you are required to call the office and let the dispatcher know before you start doing anything. **In order to get paid for the labor, dispatcher has to give you an OK from the broker to do the job.**
  - c. If you load or unload the freight without letting the dispatcher know, **you will not get paid for the labor.**
  - d. Your delivery time is what is set by a **DISPATCHER**, not a **SHIPPER**.
  - e. If the shipper tells you the load has been canceled, you are to call the dispatcher and ask him whether it is truly canceled before you can leave.
  - f. If the shipper tells you to unload elsewhere, you are to call the dispatcher before you can move.
  - g. NEVER leave anything of yours at the shipper that includes throwing away any trash especially tires in their dumpsters.
6. Service failures may result in the following
  - a. Two or more hours late to pickup/delivery – Up to 25% rate reduction
  - b. Four or more hours late to pickup/delivery – Up to 50% rate reduction

**BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I FULLY ACCEPT AND UNDERSTAND ALL OF THE ABOVE REQUIREMENTS OF AN OWNER/OPERATOR FOR FR8 SOLUTIONS, INC.**

Company: FR8 Solutions, Inc

By: 

Its: Vice President

Dated: 8/25/2019

Contractor: Dzemail Hasanovic



By: Dzemail Hasanovic

Dated: 05/06/2022



## **ADDENDUM D**

### **DRIVER REQUIREMENTS WHEN UNDER DISPATCH**

1. Kada ste označeni "U servisu", dispačeri će tražiti load za vas. Ukoliko dispačer nađe prikladan load, nazvat će vas i ponuditi ga vama. U vašem je najboljem interesu da javite dispačeru da ste zainteresirani za isti load. Ukoliko pristanete da se taj load bide, dužni ste sebe rezervirati minimum 15 minuta. U slučaju da bid prođe, dispačer će vam javiti informacije za utovar i istovar, a vaša obaveza je da potvrdite pozivom ili porukom da ste dobili te informacije, te da eventualne dodatne zahtjeve vezane za taj load ispunite( npr. nazvati određeni broj, uslikati prikolicu, itd..).
2. FR8Solutions, Inc. nije odgovoran i neće dodatno plaćati za bilo kakav višak paleta/skidova koji se utovare ukoliko postoji još slobodnog prostora u prikolici. Vi ste plaćeni po milji a ne po težini tereta kojeg prevozite- zato ukoliko dođe do promjene u težini ili volumenu pri utovaru u odnosu na količinu koja je dogovorena, dužni ste da nastavite sa loadom. U suprotnom riskirate raskid radnog ugovora sa FR8Solutions, Inc.
3. Vozačima je isključivo zabranjen svaki vid diskusije o plaćanju sa izvoznikom(shipperom) ili uvoznikom(receiverom). Bilo kakav razgovor o cijeni prijevoza sa izvoznikom ili uvoznikom, poput govora o tome koliko je vozač plaćen ili za koliko je novca dogovoren prijevoz robe, prouzrokuje momentalni raskid radnog ugovora sa FR8Solutions, Inc.
4. Dok vršite transport robe za FR8Solutions, Inc., dužni ste:
  - a. Nazvati dispačera da ste stigli na utovar
  - b. Nazvati dispačera sa informacijama o utovaru( ukupna težina utovarenog tereta, broj paleta, BOL broj ).
  - c. Nazvati ured ili dispačera da biste dobili potvrdu da napustite izvoznik( shipper), a ukoliko se od vas zatraži da čekate dok dispačer dobije potvrdu od brokera, molimo vas da budete strpljivi i pričekate.
  - d. Osigurati teret koji se prevozi. e) Nazvati dispačera pri dolasku na istovar.
  - e. Nazvati dispačera nakon što istovarite sa imenom i prezimenom osobe koja je potpisala vaše papire ( POD).
5. Ključna pravila dok vršite transport:
  - a. Ukoliko kasnite, dužni ste javiti dispačeru razlog zašto kasnite onoga trenutka kada vidite da ćete kasniti, a ne kad se već desi da kasnite.
  - b. Prilikom utovaranja tereta, ako izvoznik zatraži da pomognete pri utovaru, molimo vas da prvo nazovete ured i sačekate odobrenje od dispačera.
  - c. Ukoliko ne obavijestite dispačera o eventualnom pomaganju pri utovaru, nećete biti plaćeni za vaš trud.
  - d. Vaš rok za dostavu tereta određuje DISPAČER a ne IZVOZNIK.
  - e. Ako vam prilikom utovara izvoznik kaže da je vaš load otkazan, dužni ste provjeriti sa dispačerom da li je vaš load stvarno otkazan prije nego što napustite to mjesto.
  - f. Ako vam prilikom istovara uvoznik kaže da morate istovariti na nekom drugom mjestu, dužni ste obavijestiti dispačera prije nego što krenete na to mjesto.
  - g. NIKADA nemojte ostavljati bilo kakav vid imovine na posjedu izvoznika ili uvoznika, uključujući vaše smeće ili vaše gume u njihovim kontejnerima.
6. Neuspjeh prilikom pružanja usluge prijevoza može se odraziti na dva načina, i to:
  - a. Dva ili više sati kašnjenja na utovar ili istovar rezultira u smanjenje dogovorene cijene do 25% iznosa.
  - b. Četiri ili više sati kašnjenja na utovar ili istovar rezultira u smanjenje dogovorene cijene do 50% iznosa.

**POTPISIVANJEM OVOG UGOVORA, JA POTVRĐUJEM DA SAM PROČITAO/LA I RAZUMIO/LA SVE GORE NAVEDENE ZAHTJEVE I PRAVILA ZA JEDNOG VLASNIKA/ PRIJEVOZNIKA ZA FR8SOLUTIONS, INC.**

**Company:** FR8 Solutions, Inc

**By:**

Amra Kajdic

**Its:**

Intely Ullm Nijke

**Dated:**

5/16/22

**Contractor:** Dzemail Hasanovic

Dzemail Hasanovic

**By:** Dzemail Hasanovic


**Dated:** 05/06/2022

**ADDENDUM E**  
**ELECTRONIC DEVICE POLICY**

FR8 Solutions, Inc. is responsible for the welfare and safety for all contractors. To protect contractors while driving on company business, we have implemented the following policy. This policy applies any time a company-owned, leased to company or personal vehicle is driven for company business.

1. The use of a cell phone or other electronic device is allowed only when the vehicle is parked, except in an emergency situation. This would include making/receiving calls, text messaging, internet use, and the use of other applications. Emergency situations include imminent danger, fire, traffic accident, road hazard, or medical emergency.
2. Placing calls, texting, and other electronic messaging activities including social media use are prohibited under our policy. Drivers who don't comply will be subject to disciplinary action, including possible termination.
3. The use of a "hands-free" cell phone while driving is prohibited.
4. If the cell phone rings while driving, let the voicemail service take the call and listen to the message when the vehicle is parked.
5. Passengers in the vehicle may use a cell phone.

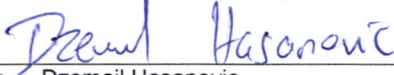
**Company:** FR8 Solutions, Inc

**By:** 

**Its:** Vice President

**Dated:** 8/25/2019

**Contractor:** Dzemail Hasanovic

**By:**   
Dzemail Hasanovic

**Dated:** 05/06/2022